

SAFETY AND REGULATORY NOTICE

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# Polycom<sup>®</sup> EagleEye Director II<sup>™</sup>

This document covers the Safety and Regulatory practices for the Polycom<sup>®</sup> EagleEye Director II<sup>™</sup>.

# **Service Agreements**

Please contact your Polycom Authorized Reseller for information about service agreements applicable to your product.

## **Governing Law**

This Limited Warranty and Limitation of Liability shall be governed by the laws of the State of California, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty and Limitation of Liability.

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# **Limitations of Liability**

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# **Polycom Limited Warranty and Limitation Liability**

LIMITED WARRANTY. Polycom warrants to the end user ("Customer") that this product is expected to be free from defects in workmanship and materials, under normal use and service, for one year from the date of purchase from Polycom or its authorized reseller.

Polycom's sole obligation under this express warranty is at Polycom's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options are reasonably available, Polycom may, on its sole discretion, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of Polycom. Replacement products or parts may be new or reconditioned.

Polycom is expected to warrant any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer. Products returned to Polycom must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Polycom until the returned item is received by Polycom. The repaired or replaced item will be shipped to Customer, at Polycom's expense, not later than thirty (30) days after Polycom receives the defective product, and Polycom will retain risk of loss or damage until the item is delivered to Customer.

The product software comes with 90-day software warranty, providing for software updates (minor releases/bug fixes). To continue to receive support, purchasing a maintenance contract is the most economical solution.

### **Exclusions**

Polycom will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Polycom's installation, operation, or maintenance instructions.
- Unauthorized product modification or alteration.
- Unauthorized use of common carrier communication services accessed through the product.
- Abuse, misuse, negligent acts or omissions of Customer and persons under Customer's control.
- Acts of third parties, acts of God, accident, fire, lightening, power surges or outages, or other hazards.

### Warranty Exclusive

IF A POLYCOM PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

### Safety, Compliance, and Disposal Information

#### **FCC Statement:**

This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio-frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.



**Caution:** Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.

This device and its antennas must not be co-located or operating in conjunction with any other antenna or transmitter except in accordance with FCC multi-transmitter product procedures.



**Note**: This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with minimum distance 20 cm between the radiator and your body.

#### **Integrated Circuit Statement:**

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

#### **Caution:**

- The device for operation in the band 5150-5250 MHz is only for indoor use to reduce the potential for harmful interference to co-channel mobile satellite systems.
- The maximum antenna gain permitted for devices in the bands 5250-5350 MHz and 5470-5725 MHz shall be such that the equipment still complies with the e.i.r.p. limit.
- The maximum antenna gain permitted for devices in the band 5725-5850 MHz shall be such that the equipment still complies with the e.i.r.p. limits specified for point-to-point and non-point-to-point operation as appropriate.
- The worst-case tilt angle(s) necessary to remain compliant with the e.i.r.p. elevation mask requirement set forth in Section 6.2.2(3) shall be clearly indicated.
- Users should also be advised that high-power radars are allocated as primary users (i.e. priority users) of the bands 5250-5350 MHz and 5650-5850 MHz and that these radars could cause interference and/or damage to LE-LAN devices.

#### Advertisement:

- Le guide d'utilisation des dispositifs pour réseaux locaux doit inclure des instructions précises sur les restrictions susmentionnées, notamment.
- Les dispositifs fonctionnant dans la bande 5150-5250 MHz sont réservés uniquement pour une utilisation à l'intérieur afin de réduire les risques de brouillage préjudiciable aux systèmes de satellites mobiles utilisant les mêmes canaux.
- Le gain maximal d'antenne permis pour les dispositifs utilisant les bandes de 5250 à 5 350 MHz et de 5470 à 5725 MHz doit être conforme à la limite de la p.i.r.e.
- Le gain maximal d'antenne permis (pour les dispositifs utilisant la bande de 5 725 à 5 850 MHz) doit être conforme à la limite de la p.i.r.e. spécifiée pour l'exploitation point à point et l'exploitation non point à point, selon le cas.
- Les pires angles d'inclinaison nécessaires pour rester conforme à l'exigence de la p.i.r.e. applicable au masque d'élévation, et énoncée à la section 6.2.2 3), doivent être clairement indiqués.
- De plus, les utilisateurs devraient aussi être avisés que les utilisateurs de radars de haute puissance sont désignés utilisateurs principaux (c.-à-d., qu'ils ont la priorité) pour les bandes 5250-5350 MHz et 5650-5850 MHz et que ces radars pourraient causer du brouillage et/ou des dommages aux dispositifs LAN-EL.

#### **Integrated Circuit Radiation Exposure Statement:**

This equipment complies with IC RSS-102 radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with minimum distance 20 cm between the radiator and your body.

Cet équipement est conforme aux limites d'exposition aux rayonnements IC établies pour un environnement non contrôlé. Cet équipement doit être installé et utilisé avec un minimum de 20 cm de distance entre la source de rayonnement et votre corps.



**Caution:** In order to comply with human exposure to radio-frequency standards this product should be installed and operated with 20 cm minimum distance between the radiator and your body.

#### **Red Statement:**

This device complies with the essential requirements of the Radio Equipment Directive 2014/53/EU. The following test methods have been applied in order to prove presumption of conformity with the essential requirements of the Radio Equipment Directive 2014/53/EU:

• EN 62311:2008

Assessment of electronic and electrical equipment related to human exposure restrictions for electromagnetic fields (0 Hz-300 GHz) (IEC 62311:2007 (Modified))

• EN 300 328 V2.1.1

Wideband transmission systems; Data transmission equipment operating in the 2,4 GHz ISM band and using wide band modulation techniques; Harmonised Standard covering the essential requirements of article 3.2 of Directive 2014/53/EU

• EN 301 893 V2.0.7

5 GHz RLAN; Harmonised Standard covering the essential requirements of article 3.2 of Directive 2014/53/EU

#### Japan Caution:

電波法により5GHz帯は屋内使用に限ります。

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